

AFFIDAVIT OF KLINK AND PITKIN
DOCKET NO. 96-98

Public Service Commission of the State of Montana

November 22, 1996 Docket No. D96.11.200. In the Matter of the Interconnection Contract Negotiations Between AT&T Communications of the Mountain States, Inc., and U S WEST Communications, Inc., Pursuant to 47 U.S.C. Section 252 of the Telecommunications Act of 1996.

January 22, 1997 Docket No. D96.11.200. In the Matter of the Interconnection Contract Negotiations Between AT&T Communications of the Mountain States, Inc., and U S WEST Communications, Inc., Pursuant to 47 U.S.C. Section 252 of the Telecommunications Act of 1996.

January 29, 1997 Docket No. D96.11.200. In the Matter of the Interconnection Contract Negotiations Between AT&T Communications of the Mountain States, Inc., and U S WEST Communications, Inc., Pursuant to 47 U.S.C. Section 252 of the Telecommunications Act of 1996.

Nebraska Public Service Commission

October 18, 1996 Docket No. C-1400. In the Matter of the Interconnection Contract Negotiations Between AT&T Communications of the Midwest, Inc., and GTE Communications, Inc., Pursuant to 47 U.S.C. Section 252 of the Telecommunications Act of 1996.

New Jersey Board of Public Utilities

September 18, 1996 Docket No. TO 96070519. In the Matter of Petition of AT&T Communications of New Jersey, Inc. for Arbitration with Bell Atlantic - New Jersey, Inc., Pursuant to 47 U.S.C. Section 252 of the Telecommunications Act of 1996.

December 20, 1996 Docket No. TX 95120631. Notice of Investigation Local Exchange Competition for Telecommunications Services, Pursuant to 47 U.S.C. Section 252 of the Telecommunications Act of 1996.

October 20, 1997 Docket No. TX 95120631. Notice of Investigation Local Exchange Competition for Telecommunications Services, Pursuant to 47 U.S.C. Section 252 of the Telecommunications Act of 1996.

New Mexico Corporation Commission

November 22, 1996 Docket No. 96-411-TC. In the Matter of the Interconnection Contract Negotiations Between AT&T Communications of the Mountain States, Inc., and U S WEST Communications, Inc., Pursuant to 47 U.S.C. Section 252 of the Telecommunications Act of 1996.

January 20, 1997 Docket No. 96-411-TC. In the Matter of the Interconnection Contract Negotiations Between AT&T Communications of the Mountain States, Inc., and U S WEST Communications, Inc., Pursuant to 47 U.S.C. Section 252 of the Telecommunications Act of 1996.

June 13, 1997 Docket No. 97-35-TC. In the Matter of the Interconnection Contract Negotiations Between AT&T Communications of the Mountain States, Inc. and GTE Southwest, Inc., Pursuant to 47 U.S.C. Section 252 of the Telecommunications Act of 1996.

October 21, 1997 Docket No. 96-310-TC; Docket No. 97-334-TC. In the Matter of the Implementation of the New Rules Related to the Rural High Cost Fund, and Low Income Components of the New

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Mexico Universal Service Fund, Pursuant to 47 U.S.C. Section 252 of the Telecommunications Act of 1996.

- November 21, 1997 Docket No. 96-310-TC; Docket No. 97-334-TC. In the Matter of the Implementation of the New Rules Related to the Rural High Cost Fund, and Low Income Components of the New Mexico Universal Service Fund, Pursuant to 47 U.S.C. Section 252 of the Telecommunications Act of 1996.
- January 14, 1998 Docket No. 96-310-TC; Docket No. 97-334-TC. In the Matter of the Implementation of the New Rules Related to the Rural High Cost Fund, and Low Income Components of the New Mexico Universal Service Fund, Pursuant to 47 U.S.C. Section 252 of the Telecommunications Act of 1996.

State of New York Public Service Commission

- March 27, 1998 Case No. 95-C-0657. In the matter of Wholesale Provisioning of Local Exchange Service. 94-C-0095. In the matter of the Continuing Provision of Universal Service and Developing a Regulatory Framework for the Transition to Competition in the Local Exchange Market. 91-C-1174. In the matter of Comparably Efficient Interconnection Arrangements for Residential and Business Links, Pursuant to 47 U.S.C. Section 252 of the Telecommunications Act of 1996.

North Carolina Public Staff Utilities Commission

- December 15, 1997 Docket No. P-100, Sub 133d. In the Matter of the Determination of Permanent Pricing for Unbundled Network Elements, Pursuant to 47 U.S.C. Section 252 of the Telecommunications Act of 1996.
- January 30, 1998 Docket No. P-100, Sub 133b. In the Matter of Establishment of Universal Support Mechanisms, Pursuant to 47 U.S.C. Section 252 of the Telecommunications Act of 1996.
- February 16, 1998 Docket No. P-100, Sub 133d. In the Matter of the Determination of Permanent Pricing for Unbundled Network Elements, Pursuant to 47 U.S.C. Section 252 of the Telecommunications Act of 1996.
- March 9, 1998 Docket No.: P-55, Sub 133d. In the Matter of the Determination of Permanent Pricing for Unbundled Network Elements, Pursuant to 47 U.S.C. Section 252 of the Telecommunications Act of 1996.

State of North Dakota Public Service Commission

- November 22, 1996 Docket No. PU-453-96-497. In the Matter of the Interconnection Contract Negotiations Between AT&T Communications of the Midwest, Inc., and U S WEST Communications, Inc., Pursuant to 47 U.S.C. Section 252 of the Telecommunications Act of 1996.
- February 14, 1997 Docket No. PU-453-96-497. In the Matter of the Interconnection Contract Negotiations Between AT&T Communications of the Midwest, Inc., and U S WEST Communications, Inc., Pursuant to 47 U.S.C. Section 252 of the Telecommunications Act of 1996.
- November 10, 1997 Docket No. PU-314-97-465. In the Matter of U S WEST Communications, Inc. Universal Service Costs Investigation, Pursuant to 47 U.S.C. Section 252 of the Telecommunications Act of 1996.

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December 22, 1997 Case No. PU-314-97-12. In the Matter of U S West Communications, Inc. Interconnection/ Wholesale Price Investigation, Pursuant to 47 U.S.C. Section 252 of the Telecommunications Act of 1996.

Oregon Public Utility Commission

October 8, 1996 Docket No. ARB-5. In the Matter of the Interconnection Contract Negotiations Between AT&T Communications of the Pacific Northwest, Inc., and GTE Communications, Inc., Pursuant to 47 U.S.C. Section 252 of the Telecommunications Act of 1996.

February 24, 1998 UM 731, Phase 111. In the Matter of the Investigation into Universal Service in the State of Oregon, Pursuant to 47 U.S.C. Section 252 of the Telecommunications Act of 1996.

Pennsylvania Public Utility Commission

May 21, 1999 Docket Nos. P-00991648 and P-00991649. Petition of Senators and CLECs for Adoption of Partial Settlement and Joint Petition for Global Resolution of Telecommunications Proceeding.

South Carolina Public Service Commission

November 10, 1997 Docket No. 97-239-C. In the Matter of Intrastate Universal Service Fund, Pursuant to 47 U.S.C. Section 252 of the Telecommunications Act of 1996.

Public Utilities Commission of the State of South Dakota

November 20, 1996 Docket No. TC-96-184. In the Matter of the Interconnection Contract Negotiations Between AT&T Communications of the Midwest, Inc., and U S WEST Communications, Inc., Pursuant to 47 U.S.C. Section 252 of the Telecommunications Act of 1996.

January 27, 1997 Docket No. TC-96-184. In the Matter of the Interconnection Contract Negotiations Between AT&T Communications of the Midwest, Inc., and U S WEST Communications, Inc., Pursuant to 47 U.S.C. Section 252 of the Telecommunications Act of 1996.

Public Utility Commission of Texas

February 27, 1998 Docket No. 18515. Compliance Proceeding for Implementation of the Texas High Cost Universal Service Plan, Pursuant to 47 U.S.C. Section 252 of the Telecommunications Act of 1996.

Public Service Commission of Utah

April 23, 1997 Docket No. 94-999-01. In the Matter of an Investigation Into Collocation and Expanded Interconnection, Pursuant to 47 U.S.C. Section 252 of the Telecommunications Act of 1996.

Washington Utilities and Transportation Commission

October 28, 1996 Docket No. UT-960307. In the Matter of the Interconnection Contract Negotiations Between AT&T Communications of the Pacific Northwest, Inc., and GTE Communications, Inc., Pursuant to 47 U.S.C. Section 252 of the Telecommunications Act of 1996.

February 21, 1997 Docket No. UT-960369. In the Matter of the Pricing Proceeding for Interconnection, Unbundled Elements, Transport and Termination, and Resale. Docket No. UT-960370. In the Matter of the Pricing Proceeding for Interconnection, Unbundled Elements, Transport

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and Termination, and Resale for U S WEST Communications, Inc. Docket No. UT-960371. In the Matter of the Pricing Proceeding for Interconnection, Unbundled Elements, Transport and Termination, and Resale for GTE Northwest Inc., Pursuant to 47 U.S.C. Section 252 of the Telecommunications Act of 1996.

March 28, 1997 Docket No. UT-960369. In the Matter of the Pricing Proceeding for Interconnection, Unbundled Elements, Transport and Termination, and Resale. Docket No. UT-960370. In the Matter of the Pricing Proceeding for Interconnection, Unbundled Elements, Transport and Termination, and Resale for U S WEST Communications, Inc. Docket No. UT-960371. In the Matter of the Pricing Proceeding for Interconnection, Unbundled Elements, Transport and Termination, and Resale for GTE Northwest Inc., Pursuant to 47 U.S.C. Section 252 of the Telecommunications Act of 1996.

April 25, 1997 Docket No. UT-960369. In the Matter of the Pricing Proceeding for Interconnection, Unbundled Elements, Transport and Termination, and Resale. Docket No. UT-960370. In the Matter of the Pricing Proceeding for Interconnection, Unbundled Elements, Transport and Termination, and Resale for U S WEST, Communications, Inc. Docket No. UT-960371. In the Matter of the Pricing Proceeding for Interconnection, Unbundled Elements, Transport and Termination, and Resale for GTE Northwest Incorporated, Pursuant to 47 U.S.C. Section 252 of the Telecommunications Act of 1996.

June 13, 1997 Docket No. UT-960369. In the Matter of the Pricing Proceeding for Interconnection, Unbundled Elements, Transport and Termination, and Resale. Docket No. UT-960370. In the Matter of the Pricing Proceeding for Interconnection, Unbundled Elements, Transport and Termination, and Resale for U S WEST Communications, Inc. Docket No. UT-960371. In the Matter of the Pricing Proceeding for Interconnection, Unbundled Elements, Transport and Termination, and Resale for GTE Northwest Incorporated. , Pursuant to 47 U.S.C. Section 252 of the Telecommunications Act of 1996.

June 20, 1997 Docket No. UT-960369. In the Matter of the Pricing Proceeding for Interconnection, Unbundled Elements, Transport and Termination, and Resale. Docket No. UT-960370. In the Matter of the Pricing Proceeding for Interconnection, Unbundled Elements, Transport and Termination, and Resale for U S WEST Communications, Inc. Docket No. UT-960371. In the Matter of the Pricing Proceeding for Interconnection, Unbundled Elements, Transport and Termination, and Resale for GTE Northwest Incorporated. , Pursuant to 47 U.S.C. Section 252 of the Telecommunications Act of 1996.

Public Service Commission of the State of Wyoming

November 22, 1996 Docket No. 72000-TF-96-95/70000-TF-96-497. In the Matter of the Interconnection Contract Negotiations Between AT&T Communications of the Mountain States, Inc., and US WEST Communications, Inc. , Pursuant to 47 U.S.C. Section 252 of the Telecommunications Act of 1996.

February 6, 1997 Docket No. 72000-TF-96-95/70000-TF-96-497. In the Matter of the Interconnection Contract Negotiations Between AT&T Communications of the Mountain States, Inc., and U S WEST Communications, Inc., Pursuant to 47 U.S.C. Section 252 of the Telecommunications Act of 1996.

September 19, 1997 Docket No. 70000-TF-96-319/72000-TF-96-95. In the Matter of the Arbitration by the Public Service Commission of an Interconnection Agreement Between U S WEST Communications, Inc., and AT&T Communications of the Mountain States, Inc., Pursuant to 47 U.S.C. Section 252 of the Telecommunications Act of 1996.

October 13, 1997 Docket No. 70000-TF-96-319/72000-TF-96-95. In the Matter of the Arbitration by the Public Service Commission of an Interconnection Agreement Between U S WEST

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Communications, Inc., and AT&T Communications of the Mountain States, Inc., Pursuant to 47 U.S.C. Section 252 of the Telecommunications Act of 1996.

- November 14, 1997 General Order No. 81. In the Matter of the Investigation by the Commission of the Feasibility of Developing Its Own Costing Model for Use in Determining Federal Universal Service Fund Support Obligations in Wyoming, Pursuant to 47 U.S.C. Section 252 of the Telecommunications Act of 1996.
- November 21, 1997 General Order No. 81. In the Matter of the Investigation by the Commission of the Feasibility of Developing Its Own Costing Model for Use in Determining Federal Universal Service Fund Support Obligations in Wyoming, Pursuant to 47 U.S.C. Section 252 of the Telecommunications Act of 1996.

ENERGY TESTIMONY

Federal Energy Regulatory Commission

- May 20, 1991 Docket No. IS90-21-000 et al. Williams Pipe Line Company.
- May 3, 1993 Docket No. RM93-11-000. Revisions to Oil Pipeline Regulations Pursuant to the Energy Policy Act of 1992.
- November 22, 1993 Docket No. RM93-11-000. Revisions to Oil Pipeline Regulations Pursuant to the Energy Policy Act of 1992.
- January 23, 1995 Docket No. IS90-21-000 et al. Williams Pipe Line Company.

RAILROAD TESTIMONY

Special Court (Federal) Created Under Sections 303(c) and 306 of the Regional Rail Reorganization Act

- January, 1980 Misc. No. 76-1. In the Matter of the Valuation Proceedings.

Interstate Commerce Commission

- May, 1981 Finance Docket No. 30000. Union Pacific Corporation and Union Pacific Railroad Company -- Control -- Missouri Pacific Corporation and Missouri Pacific Railroad Company.
- February 22, 1983 Docket No. 37886S. Potomac Electric Power Co. v. The Baltimore and Ohio Railroad Co. et al.
- February 22, 1983 Docket No. 37834S. Ethyl Corporation v. Illinois Central Gulf Railroad, et al.
- May, 1983 Docket No. 38182S. Consumers Power Company v. Norfolk & Western Railway Company.
- May 31, 1983 Docket No. 38121S. Consumers Power Company v. Norfolk & Western Railway, et al.
- January, 1984 Docket No. 36719. Arkansas Power & Light Company, et al. v. Burlington Northern Railroad Company and consolidated proceedings.

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November 26, 1984	Docket No. 37857S. Consumers Power Company v. Norfolk and Western Railway Company, et al.
March 8, 1985	Docket No. 36719. Arkansas Power & Light Company, et al v. Burlington Northern Railroad Company and consolidated proceedings.
June, 1985	Docket No. 39668. Arkansas Power & Light et al. v. Burlington Northern Railroad Company.
November, 1985	Docket No. 39082. Arkansas Power & Light Company et al. v. Burlington Northern Railroad Company and Missouri Pacific Railroad Company.
January 9, 1986	Docket No. 36719. Arkansas Power & Light Company, et al. v. Burlington Northern Railroad Company and consolidated proceedings.
February, 1986	Docket No. 39082. Arkansas Power & Light Company, et al. v. Burlington Northern Railroad Company and Missouri Pacific Railroad Company.
June, 1986	Docket No. 36180. San Antonio, Texas, Acting By and Through Its City Public Service Board v. Burlington Northern Railroad Company and Southern Pacific Transportation Company.
November, 1986	Docket No. 37437. Arizona Electric Power Cooperative, Inc. v. The Atchison, Topeka and Santa Fe Railway Company, et al.
March, 1987	Docket No. 37437. Arizona Electric Power Cooperative, Inc. v. The Atchison, Topeka and Santa Fe Railway Company, et al.
May 15, 1987	Docket No. 38301S. Coal Trading Corporation et al. v. The Baltimore and Ohio Railroad Company et al.
August, 1987	Docket No. 37809, 37809 (Sub-No. 1). McCarty Farms, Inc., et al. v. Burlington Northern, Inc. and consolidated proceedings.
October, 1987	Docket No. 37809, 37809 (Sub-No. 1). McCarty Farms, Inc. et al. v. Burlington Northern, Inc. and consolidated proceedings.
December, 1987	Docket No. 38301S (Sub-No. 1). Westmoreland Coal Sales Company v. The Denver & Rio Grande Western Railroad Company, et al.
December, 1987	Docket No. 37038. Bituminous Coal -- Hiawatha, Utah to Moapa, Nevada and consolidated proceedings.
January 14, 1988	Docket No. 38301S. Coal Trading Corporation et al. v. The Baltimore and Ohio Railroad Company et al.
May 12, 1988	Docket No. 37809, 37809 (Sub-No. 1). McCarty Farms, Inc. et al. v. Burlington Northern, Inc. and consolidated proceedings.
June 20, 1988	Docket No. 37038. Bituminous Coal -- Hiawatha, Utah to Moapa, Nevada and consolidated proceedings.
July 5, 1988	Docket No. 37809, 37809 (Sub-No. 1). McCarty Farms, Inc. et al. v. Burlington Northern, Inc. and consolidated proceedings.

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April 26, 1989	Docket No. 37809, 37809 (Sub-No. 1). McCarty Farms, Inc. et al. v. Burlington Northern, Inc. and consolidated proceedings.
June 21, 1989	Docket No. 37809, 37809 (Sub-No. 1). McCarty Farms, Inc. et al. v. Burlington Northern, Inc. and consolidated proceedings.
June 21, 1990	Docket No. 40224. Iowa Power and Light Company v. Burlington Northern Railroad Company.
July 30, 1990	Docket No. 37038. Bituminous Coal -- Hiawatha, Utah to Moapa, Nevada and consolidated proceedings.
October 10, 1990	Docket No. 37063, 38025S. The Dayton Power and Light Company v. Louisville and Nashville Railroad Company.
December 14, 1990	Docket No. 37063, 38025S. The Dayton Power and Light Company v. Louisville and Nashville Railroad Company.
January 25, 1991	Docket No. 37063, 38025S. The Dayton Power and Light Company v. Louisville and Nashville Railroad Company.
June 17, 1991	Docket No. 37809, 37809 (Sub-No. 1). McCarty Farms, Inc. et al. v. Burlington Northern, Inc. and consolidated proceedings.
July 15, 1991	Docket No. 37038. Bituminous Coal -- Hiawatha, Utah to Moapa, Nevada and consolidated proceedings.
January 14, 1992	Ex Parte No. 347 (Sub No. 2). Rate Guidelines -- Non-Coal Proceedings.
March 30, 1992	Finance Docket No. 22218. Atchison, Topeka & Santa Fe Railway Company -- Operating Rights -- Southern Pacific Transportation Company.
April 24, 1992	Finance Docket No. 31951. Southern California Regional Rail Authority For an Order Requiring Joint Use of Terminal Facilities of The Atchison, Topeka and Santa Fe Railway Company.
June 15, 1992	Docket No. 40581. Georgia Power Company, Southern Company Services, Inc., Oglethorpe Power Corporation, Municipal Electric Authority of Georgia, and City of Dalton v. Southern Railway Company and Norfolk Southern Corporation.
July 27, 1992	Docket No. 40581. Georgia Power Company, Southern Company Services, Inc., Oglethorpe Power Corporation, Municipal Electric Authority of Georgia, and City of Dalton v. Southern Railway Company and Norfolk Southern Corporation.
November 20, 1992	Docket No. 40581. Georgia Power Company, Southern Company Services, Inc., Oglethorpe Power Corporation, Municipal Electric Authority of Georgia, and City of Dalton v. Southern Railway Company and Norfolk Southern Corporation.
May 7, 1993	Finance Docket No. 21215 (Sub No. 5). Seaboard Air Line Railroad Company -- Merger -- Atlantic Coast Line Railroad Company -- Petition to Remove Traffic Protective Conditions.
March 17, 1994	Ex Parte No. 347 (Sub No. 2). Rate Guidelines -- Non-Coal Proceedings.
May 9, 1994	Finance Docket No. 32467. National Railroad Passenger Corporation and Consolidated Rail Corporation -- Application Under Section 402(a) of the Rail Passenger Service Act for an Order Fixing Just Compensation.

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June 10, 1994	Finance Docket No. 21215 (Sub-No. 5). Seaboard Air Line Railroad Company -- Merger -- Atlantic Coast Line Railroad Company -- Petition to Remove Traffic Protective Conditions.
June 27, 1994	Docket No. 40131 (Sub-No. 1). Ashley Creek Phosphate Company v. Chevron Pipe Line Company, et al.; I.C.C. Docket No. 40810 Ashley Creek Phosphate Company v. SF Industries, et al.
October 11, 1994	Finance Docket No. 32549. Burlington Northern, Inc. And Burlington Northern Railroad Company -- Control and Merger -- Santa Fe Pacific Corporation and the Atchison, Topeka and Santa Fe Railway Company.
December 13, 1994	Finance Docket No. 32467 National Railroad Passenger Corporation and Consolidated Rail Corporation -- Application Under Section 402(a) of the Rail Passenger Service Act for an Order Fixing Just Compensation.
January 30, 1995	Finance Docket No. 32433 (Sub-No. 1). Chicago and North Western Transportation Company -- Construction and Operation Exemption -- City of Superior, Wisconsin.
March 9, 1995	Finance Docket No. 32467. National Railroad Passenger Corporation and Consolidated Rail Corporation -- Application Under Section 402(a) of the Rail Passenger Service Act for an Order Fixing Just Compensation.
March 29, 1995	Docket No. 37809, 38709 (Sub-No. 1). McCarty Farms, Inc., et al., and consolidated proceedings.
May 30, 1995	Docket No. 41191. West Texas Utilities Company v. Burlington Northern Railroad Company.
June 20, 1995	Docket No. 40131 (Sub-No. 1). Ashley Creek Phosphate Company v. Chevron Pipeline Company, et al.
July 28, 1995	Finance Docket No. 32467. National Railroad Passenger Corporation and Consolidated Rail Corporation -- Application Under Section 402(a) of the Rail Passenger Service Act For an Order Fixing Just Compensation.
October 30, 1995	Docket No. 41185. Arizona Public Service Company and PacifiCorp v. The Atchison, Topeka and Santa Fe Railway Company.

Surface Transportation Board

February 20, 1996	Ex Parte No. 347 (Sub-No. 2). Rate Guidelines -- Non-Coal Proceedings.
March 19, 1996	Ex Parte No. 347 (Sub-No. 2). Rate Guidelines -- Non-Coal Proceedings.
April 1, 1996	Docket No. 32630 (Sub 1). Petition of Omaha Power District Under 49 U.S.C. §10901(d).
April 29, 1996	Finance Docket No. 32760. Union Pacific Corporation, Union Pacific Railroad Company and Missouri Pacific Railroad Company -- Control and Merger -- Southern Pacific Rail Corporation, Southern Pacific Transportation Company, St. Louis Southwestern Railway Company, SPCSL Corp., and The Denver & Rio Grande Western Railroad Company.
May 23, 1996	Docket No. 41191. West Texas Utilities Company v. Burlington Northern Railroad Company -- Petition of Burlington Northern Railroad Company to Reopen Proceeding.

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October 15, 1996 Docket No. 41242. Central Power & Light Company v. Southern Pacific Transportation Company; Docket No. 41295 Pennsylvania Power & Light Company v. Consolidated Rail Corporation; Docket No. 41626 MidAmerican Energy Company v. Union Pacific Railroad Company and Chicago & North Western Railway Company.

October 25, 1996 Docket No. 41242. Central Power & Light Company v. Southern Pacific Transportation Company; Docket No. 41295 Pennsylvania Power & Light Company v. Consolidated Rail Corporation; Docket No. 41626 MidAmerican Energy Company v. Union Pacific Railroad Company and Chicago & North Western Railway Company.

July 11, 1997 Docket No. 41989. Potomac Electric Power Company v. CSX Transportation, Inc. Reply Statement and Evidence of Defendant CSX Transportation, Inc.

November 10, 1997 Docket No. 41685. In the Matter of CF Industries, Inc. v. Koch Pipeline Company, L.P.

District Court of Nebraska

March 29, 1996 Civil Action 4:94cv3182 Burlington Northern Railway Company v. Nebraska Public Power District In the District Court for the District of Nebraska.

April 29, 1996 Civil Action 4:94cv3182 Burlington Northern Railway Company v. Nebraska Public Power District In the District Court for the District of Nebraska.

Arbitrations

February 16, 1988 Arbitration Proceedings, Phase III. Damages - Escanaba & Lake Superior Railroad Company v. Soo Line Railroad Company.

June 23, 1988 Arbitration Proceedings, Phase III -- Damages - Escanaba & Lake Superior Railroad Company v. Soo Line Railroad Company.

August 15, 1988 Arbitration Proceedings, Phase III -- Damages - Escanaba & Lake Superior Railroad Company v. Soo Line Railroad Company.

January 24, 1992 In the Matter of the Arbitration Between Tuco Inc., Burlington Northern Railroad Company and The Atchison, Topeka and Santa Fe Railroad Company.

February 21, 1992 In the Matter of the Arbitration Between Tuco, Inc. and Burlington Northern Railroad Company and Atchison, Topeka & Santa Fe Railroad Company.

March 24, 1992 In the Matter of the Arbitration Between Tuco, Inc., Burlington Northern Railroad Company and Atchison, Topeka & Santa Fe Railroad Company.

July 20, 1992 In the Matter of the Arbitration Between Wisconsin Power & Light Company and Burlington Northern Railroad Company, et. al.

September 4, 1992 In the Matter of the Arbitration Between Wisconsin Power & Light Company and Burlington Northern Railroad Company, et. al.

October 4, 1993 In the Matter of the Arbitration Between Public Service Company of Oklahoma and Burlington Northern Railroad Company.

February 21, 1994 In the Matter of the Arbitration Between Public Service Company of Oklahoma and Burlington Northern Railroad Company.

ATTACHMENT 2

CURRICULUM VITAE

OF

BRIAN F. PITKIN

EDUCATION

University of Virginia, McIntire School of Commerce, Charlottesville, Virginia, 1993
Bachelor of Science in Commerce - Dual Concentrations in Finance and Management Information Systems

EMPLOYMENT HISTORY

Peterson Consulting, LLP, Washington, DC, 1993 - 1994
Consultant

Klick, Kent & Allen, Alexandria, Virginia, 1994 - Present
Consultant

TESTIMONY

Alabama Public Service Commission

February 13, 1998 Docket No. 25980. In the Matter of Implementation of the Universal Support Requirements. Rebuttal Testimony of Brian F. Pitkin.

Florida Public Service Commission

September 2, 1998 Docket No. 980696-TP. In the Matter of Determination of the Cost of Basic Local Telecommunications Service, Pursuant to Section 364.025, Florida Statutes. Rebuttal Testimony of Don J. Wood and Brian F. Pitkin.

State Corporation Commission of the State of Kansas

May 25, 1999 Docket No. 99-GIMT-326-GIT. In the Matter of an Investigation into the Kansas Universal Service Fund (KUSF) Mechanism for the Purpose of Modifying the KUSF and Establishing a Cost-based Fund. Rebuttal Testimony of Brian F. Pitkin.

Minnesota Public Utilities Commission

July 14, 1998 Docket No. P-442, 5321, 3167, 466, 421/CI-96-1540. In the Matter of the Commission's Generic Investigation of U S West Communications, Inc.'s Cost of Providing Interconnection and Unbundled Network Elements. Supplemental Direct Testimony of John C. Klick and Brian F. Pitkin.

Mississippi Public Service Commission

March 6, 1998 Docket No. 98-AD-035. In the Matter of the Mississippi Universal Service Docket. Rebuttal Testimony of Brian F. Pitkin.

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Public Service Commission of Missouri

September 25, 1998 Docket TO-98-329. In the Matter of an Investigation into Various Issues Related to the Missouri Universal Service Fund. Rebuttal Testimony of Brian F. Pitkin, adopted by John C. Klick.

Public Service Commission of the State of Montana

December 31, 1997 Docket No. D97.9.167. In the Matter of the Investigation of the Commission Implementation of a Forward Looking Universal Service Cost Model. Direct Testimony of Brian F. Pitkin, adopted by Michael Hydock.

February 13, 1998 Docket No. D97.9.167. In the Matter of the Investigation of the Commission Implementation of a Forward Looking Universal Service Cost Model. Supplemental Testimony of Brian F. Pitkin, adopted by Michael Hydock.

February 20, 1998 Docket No. D97.9.167. In the Matter of the Investigation of the Commission Implementation of a Forward Looking Universal Service Cost Model. Rebuttal Testimony of Brian F. Pitkin, adopted by Michael Hydock.

South Carolina Public Service Commission

November 10, 1997 Docket No. 97-239-C. In the Matter of Intrastate Universal Service Fund. Adopted the Direct Testimony of John C. Klick.

March 2, 1998 Docket No. 97-239-C. In the Matter of Intrastate Universal Service Fund. Rebuttal Testimony of Brian F. Pitkin.

Tennessee Regulatory Authority

April 9, 1998 Docket No. 97-00888 (USF). In the Matter of Universal Service Generic Contested Case. Rebuttal Testimony of Don J. Wood and Brian F. Pitkin.

Public Utility Commission of Texas

July 16, 1998 Docket No. 18515. In the Matter of Compliance Proceeding for Implementation of the Texas High Cost Universal Service Plan. Live Rebuttal Testimony of Brian F. Pitkin.

Washington Utilities and Transportation Commission

August 3, 1998 Docket No. UT-980311(a). In the Matter of Determining Costs for Universal Service. Testimony of Brian F. Pitkin.

August 24, 1998 Docket No. UT-980311(a). In the Matter of Determining Costs for Universal Service. Rebuttal Testimony of Brian F. Pitkin.

Public Service Commission of the State of Wyoming

January 23, 1998 General Order No. 81. In the Matter of the Investigation by the Commission of the Feasibility of Developing Its Own Costing Model for Use in Determining Federal Universal Service Fund Support Obligations in Wyoming. Direct Testimony of Brian F. Pitkin.

February 6, 1998 General Order No. 81. In the Matter of the Investigation by the Commission of the Feasibility of Developing Its Own Costing Model for Use in Determining Federal Universal Service Fund Support Obligations in Wyoming. Rebuttal Testimony of Brian F. Pitkin.

ATTACHMENT 3

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SG&A EXPENSES ASSOCIATED WITH GEORGIA - CERTIFIED CLECs

Description	Allegiance Telecom (1)		Business Telecom (BTI)		DIECA (COVAD) Communications		e.spire	
	31-Dec-98	31-Dec-97	31-Dec-98	31-Dec-97	31-Dec-98	31-Dec-97	31-Dec-98	31-Dec-97
<i>Year Ending</i>								
Revenues	9,786	0	212,554	194,949	5,326	26	156,759	59,001
Expenses								
Operating	9,529	151	150,901	139,030	4,562	54	106,813	52,881
SG&A	46,089	3,426	80,011	60,131	31,043	2,374	103,639	59,851
Deferred Comp.	5,307	210	-	-	3,997	295	-	-
Other	167,312	-	-	-	-	-	9,928	4,274
Depreciation	-	-	-	-	-	-	-	-
Amortization	9,003	13	-	-	3,406	70	47,332	24,131
Total Expenses	237,240	3,800	230,912	199,161	43,008	2,793	267,712	141,137
Gross Income	(227,454)	(3,799)	(18,358)	(4,212)	(37,682)	(2,767)	(110,953)	(82,136)
SGA / Revenue %	471%	856475%	38%	31%	583%	9131%	66%	101%

Description	ICG Netcom		Intermedia Communications		ITC DeltaCom		KMC Telecom Holdings	
	31-Dec-98	31-Dec-97	31-Dec-98	31-Dec-97	31-Dec-98	31-Dec-97	31-Dec-98	31-Dec-97
<i>Year Ending</i>								
Revenues	397,619	245,022	712,783	247,899	171,838	114,590	22,425	3,417
Expenses								
Operating	254,689	217,927	468,780	199,139	82,979	54,550	37,336	7,735
SG&A	183,683	148,254	215,109	98,598	64,901	38,255	24,534	9,923
Deferred Comp.	-	-	-	-	-	-	7,080	13,870
Other	6,394	9,504	116,453	60,000	-	-	-	-
Depreciation	-	-	-	-	-	-	-	-
Amortization	101,545	56,501	229,747	53,613	30,887	18,332	9,257	2,506
Total Expenses	546,311	432,186	1,030,089	411,350	178,767	111,137	78,207	34,034
Gross Income	(148,692)	(187,164)	(317,306)	(163,451)	(6,929)	3,453	(55,782)	(30,617)
SGA / Revenue %	46%	61%	30%	40%	38%	33%	109%	290%

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SG&A EXPENSES ASSOCIATED WITH GEORGIA - CERTIFIED CLECS

Description	Knology		Level 3		MGC Communications		Nextlink Communications (2)	
	31-Dec-98	31-Dec-97	31-Dec-98	31-Dec-97	31-Dec-98	31-Dec-97	31-Dec-98	31-Dec-97
<i>Year Ending</i>								
Revenues	25,770	10,355	392,000	332,000	18,249	3,791	43,275	22,521
Expenses								
Operating	11,855	4,759	199,000	163,000	17,129	3,928	38,227	18,174
SG&A	25,393	7,393	332,000	106,000	17,877	6,440	47,330	27,311
Deferred Comp.	-	-	-	-	-	-	1,889	1,798
Other	-	-	30,000	-	-	-	-	-
Depreciation	-	-	-	-	-	-	-	-
Amortization	12,367	3,715	66,000	20,000	5,238	1,274	23,113	12,730
Total Expenses	49,615	15,867	627,000	289,000	40,244	11,642	110,559	60,013
Gross Income	(23,845)	(5,512)	(235,000)	43,000	(21,995)	(7,851)	(67,284)	(37,492)
SGA / Revenue %	99%	71%	85%	32%	98%	170%	109%	121%

Description	Teligent		US LEC		WinStar Communications		Average Results (15 CLECs)	
	31-Dec-98	31-Dec-97	31-Dec-98	31-Dec-97	31-Dec-98	31-Dec-97	31-Dec-98	31-Dec-97
<i>Year Ending</i>								
Revenues	960	3,311	84,716	6,458	244,447	71,150	166,567	87,633
Expenses								
Operating	81,044	4,785	33,646	4,201	204,748	73,898	113,416	62,947
SG&A	122,256	38,398	25,020	6,117	263,155	150,688	105,469	50,877
Deferred Comp.	32,164	89,111	-	-	-	-	3,362	7,019
Other	-	-	-	-	-	-	22,006	4,919
Depreciation	-	-	-	-	-	-	-	-
Amortization	14,193	6,454	4,941	443	74,953	25,102	42,132	14,992
Total Expenses	249,657	138,748	63,607	10,761	542,856	249,688	286,386	140,754
Gross Income	(248,697)	(135,437)	21,109	(4,303)	(298,409)	(178,538)	(119,818)	(53,122)
SGA / Revenue %	12735%	1160%	30%	95%	108%	212%	63%	58%

Notes:

⁽¹⁾ Allegiance Telecom (Based on April 27, 1997 to December 31, 1997)

⁽²⁾ Nextlink Financials from Nextlink Website, 02-May-1999

**Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554**

In the Matter of

**Implementation of the Local Competition
Provisions in the Telecommunications Act
of 1996**

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CC Docket No. 96-98

**AFFIDAVIT OF
C. MICHAEL PFAU
ON BEHALF OF AT&T CORP.**

AT&T EXHIBIT E

Filed May 26, 1999

2. My current responsibilities include developing and communicating AT&T's business requirements for local services to the regional teams negotiating with incumbent local exchange carriers ("ILECs"). I also assist the regional teams in assessing business arrangements offered by the ILECs. I began my career at Bell of Pennsylvania, where I had various assignments in central office engineering, plant extension, circuit layout and regulatory operations. Just prior to divestiture, I moved to AT&T General Departments, where I was responsible for managing intrastate service cost models. My next assignment was in an AT&T regional organization responsible for regulatory implementation support of service and marketing plans within the five

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Ameritech states. I then moved to a position at headquarters and was responsible for managing market research related to business communications services. Immediately prior to my current position, I worked within the product management organization, focusing on private line data services. I have a Bachelor of Science degree in Mechanical Engineering and a Masters Degree in Business Administration, both from Drexel University. In addition, I have a Professional Engineering License from the State of Pennsylvania.

B. Summary of Testimony

3. My testimony addresses the competing local exchange carriers' ("CLECs") continuing need for unbundled access to several network elements – local switching, shared transport, tandem switching, and signaling and databases. I focus, in particular, on two independent and important ways in which CLECs' ability to enter the local service market on a broad scale would be severely impaired if CLECs did not have access to unbundled local switching. I conclude that, because resale is not a viable basis for broad-based entry and because CLECs cannot economically or practically deploy switches to any significant degree in the near term, CLECs will need access to unbundled local switching to pursue broad-based local entry.

4. In Part II of my affidavit, I describe the first impairment: the cost disadvantages faced by CLECs if they were to attempt to enter the local markets on a broad scale using their own switches. I first explain that, because ILECs maintain a huge advantage over CLECs in the number of switches deployed, CLECs would need to invest significant amounts of time and capital even to deploy enough switches to offer competitive services on a widespread basis.

5. Regardless of the number of switches deployed, a CLEC would still face an inherent cost disadvantage of more than \$150 per line – even ignoring numerous types of costs -- because only CLECs, and not ILECs, incur the substantial costs associated with extending customers'

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loops to their switches. As the historic monopoly providers of local service, ILECs have deployed their switches in the same locations where their customers' loops terminate. CLECs, by contrast, must deploy their switches at a different location, establish collocated space at the ILEC central office to access the loops, re-terminate the loops to that space, and then install and maintain equipment and either utilize dedicated transport UNEs or deploy its own facilities to extend the loops to its remotely deployed switch. The inherent cost disadvantages associated with these prerequisites to CLECs' switch-based entry would prevent CLECs from competing for most customers, especially low usage business and residential customers.

6. I also explain in Part II that CLECs do not face these inherent cost disadvantages if they can obtain cost-based access to unbundled switching and combinations of network elements like the unbundled network element platform ("UNE-P"). The initial costs of providing service with UNE-P are demonstrably lower than the up front costs associated with switch-based entry – about \$150 per line lower. Most notably, CLECs entering the market using UNE-P do not incur the disadvantageous costs of extending customer loops to their own switches.

7. In Part III of my affidavit, I describe the second major impairment that would occur if CLECs were denied access to unbundled switching: the competitive harm resulting from the fact that, for each customer that a CLEC serves with its own switch, the CLECs must depend upon the ILECs' ability to perform a coordinated hot cut. ILECs perform tens of millions of PIC changes per year via an automated software process, but it is inconceivable, given the manual work steps and need for coordination currently employed, that they could ever perform coordinated hot cuts reliably at similar volume levels. Indeed, as I detail in Part III.C, the ILECs' provisioning of very small numbers of coordinated hot cuts to date has caused outages to customers that often last at least several hours and in some cases as long as several days.

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8. Conversely, UNE-P allows CLECs to offer high quality service without significant risks of service disruption and without artificial constraints on the number of customers that can be converted to their competitive offer. Because CLECs relying upon UNE-P can convert existing customer lines to their offerings via an automated, software-driven process – like the PIC change – they will be able to serve as many customers as they can win. And, in cases where switch-based service in the future may become economically feasible for CLECs, UNE-P permits a more orderly and predictable transfer of service, because the coordinated hot cut process can be more easily managed.¹

9. Finally, in Part IV of my Affidavit, I explain why it is essential that CLECs also obtain unbundled access to several other related network elements -- shared transport, tandem switching, and signaling/databases. Without the functionality represented by these three additional elements, the unbundled local switching element would have little, if any, practical value.

II. SWITCH-BASED ENTRY USING THE ILECs' UNBUNDLED LOOPS WOULD PLACE CLECs AT A SIGNIFICANT COST DISADVANTAGE FOR SERVING MANY CUSTOMERS

10. Without access to local switching as an unbundled network element, CLECs would be severely impaired in their ability to compete for most customers. One reason for this impairment is the large, inherent cost disadvantage that CLECs face in deploying their own switches to compete for new customers. CLECs would have to make an enormous capital investment to deploy enough switches to compete with ILECs simultaneously in all markets and for all customer classes. Even if that investment were feasible, it would take years to implement

¹ None of this, of course, should excuse the ILECs from their current obligations to provide new entrants with commercial quantities of unbundled loops for customer segments that can economically be served through this entry strategy today.

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fully, leaving most local markets without competitive choices for years – a notion that runs squarely contrary to the Telecommunications Act. Such investment in switching cannot be cost-justified today as the sole strategy for broad market entry (i.e., relying solely upon unbundled loops) because the costs of extending loops from the ILEC central office where they terminate today to the CLEC's switch location is too high to justify the investment for many customers.

A. CLECs Do Not Currently Have And Cannot Rapidly Deploy Enough Switches To Serve The Mass Market

11. Despite significant capital expenditures and aggressive expansion plans, CLECs today have been unable to deploy enough switches to enable them to offer service to all or even most customers in any particular state. For example, according to statistics compiled by the the Commission, ILECs have deployed over 24,000 switches throughout the United States. See FCC, Statistics of Common Carriers, Table 2.10, p. 137 (Nov. 30, 1998). This represents an investment of more than \$60 billion in digital and analog switching alone, and does not include the related and essential investment in buildings, conditioning, and maintenance needed to house and operate these switches.

12. In contrast, CLECs and competitive access providers ("CAPs") combined have deployed only a few hundred switches nationwide – under 600 at most.² As shown in the attached chart and map (see Attachment 1 hereto), nearly 200 of these switches – about 35 percent -- are located just two states: New York and California. Ten states have only one or no

² These figures were derived based upon data contained within the Local Exchange Routing Guide (LERG), produced by Telcordia Technologies (formerly Bellcore). LERG data on switches was subjected to several exclusion criteria in order to isolate voice only switches (e.g., wireless switches, switches classified as tandems, and switches with no active NPA-NXX were excluded). The LERG data from August, 1997 was used to permit calibration with externally available data. Indeed, the results for the number of ILEC switches closely aligned with FCC ARMIS Report data. CLEC results are consistent with data recently reported by New Paradigm Resource Group, Inc. See 1999 CLEC Rep. (showing 1996 installed CLEC switch data).

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CLEC switch, and in no state do CLECs/CAPs have even one-fifth the number of switches that the ILECs have. Indeed, in only three states -- New York, Delaware, and the District of Columbia -- does the number of CLEC/CAP switches represent more than 10 percent of the ILEC's deployment, and the latter two have only four and five CLEC/CAP switches, respectively.

13. Moreover, the collective deployment of all CLEC/CAP switches in a given state overstates the ability of any individual CLEC to offer service in that state. An individual CLEC needs to rely on its own switches to offer service, and the switch deployment of any individual CLEC is a mere fraction of the total CLEC/CAP switches. The collective deployment figures also do not reflect the geographic concentration of the deployed switches. Within any given state, the CLEC/CAP switches are not evenly dispersed geographically, but rather are concentrated in urban areas with many large businesses.

14. To compete effectively with ILECs on a state-wide basis using a CLEC's own switches and unbundled ILEC loops, any individual CLEC today would need to deploy an enormous number of switches, many times the number it has currently deployed. This deployment, assuming it were otherwise economically feasible and cost-justified, could not be done rapidly. It takes on average between nine and twelve months to order, receive, and deploy a switch. This average, moreover, assumes that the carrier has already analyzed the market, identified appropriate locations for each of the switches it is ordering, identified the appropriate switch type and size for each location, and obtained suitable space for housing the switch. This planning process itself can easily take 12 months or more, and must largely be completed before the order for switches can be placed.

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15. Furthermore, because the geographic placement of the switches and the decisions concerning switch type and size are crucial to the design of an efficient network that will be competitive over time, such decisions typically would not be made, and could not be efficiently made, by a new entrant on a state-wide -- let alone a nationwide -- basis all in a single 12-month period. The number of variables is simply too great and the CLECs' access to reliable information relating to customer calling characteristics is simply too limited. Rather, the deployment would need to proceed on a rolling, sequential basis.

16. The lead time needed to plan for and order switches is not the only constraint on rapid switch deployment. A CLEC may also need to obtain collocation space in each ILEC central office that serves customers for which the CLEC seeks to compete.³ The process of obtaining such space is another source of delay. As the Commission has noted, CLECs face major entry barriers because of ILEC "delays [in] the ordering and provisioning of collocation space" and because of "lack of collocation space."⁴ The Commission concluded that CLECs "suffer significant competitive harm" when "collocation arrangements are unnecessarily delayed and found that its "record [wa]s replete . . . with evidence documenting the expense and provisioning delays" in establishing collocation, including some delays lasting "as long as six to eight months." *Id.* ¶¶ 40, 54. Notably, the Commission has not required ILECs to meet specific provisioning intervals at this time, and ILECs to date have generally been unwilling or unable to commit to and reliably meet short intervals for provisioning collocation space.

³ To the extent ILECs make "extended loops" available, whether by agreement or by order, the demand for collocation space may be somewhat diminished. Nevertheless, cost disadvantages remain even if TELRIC rates were to be applied to any such offer.

⁴ First Report and Order & Further Notice of Proposed Rulemaking, In the Matters of Deployment of Wireline Service Offering Advanced Telecommunications Capability, CC Docket 98-147, at ¶¶ 52, 56 (March 31, 1999) ("Sec. 706 Collocation Order").

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17. Moreover, the provisioning intervals that ILECs have offered have typically been linked to assumptions of only modest demand for collocated space.⁵ ILECs have not promised that they could provision collocation throughout their service areas rapidly to accommodate mass-market entry by CLECs, and they can be expected to resist doing so. The time-consuming job of prompting ILECs to establish collocation space is an additional reason why CLECs could not rapidly implement an entry strategy that depended solely on CLEC-owned switches and UNE-loops.⁶

18. For these logistical reasons, a CLEC could not rapidly deploy a network of switches sufficient to permit it to offer service on a mass-market basis in full competition with incumbent LECs. Such a strategy, if attempted, likely would require at least several years to execute.

B. Attempting To Deploy And Use Hundreds Of New Circuit Switches Together With Unbundled Loops To Compete For ILEC Customers On A Mass-Market Basis Would Place CLECs At An Enormous Cost Disadvantage

⁵ For example, in connection with its second section 271 application for Louisiana, BellSouth "committed" to processing requests for collocation in 30 business days, but this interval applied only if a CLEC had submitted no more than three collocation applications in the last 15 business days. Because of the number of switch locations in Louisiana, it would take BellSouth about four years just to process and respond to a statewide request for collocation. See Affidavit of Robert V. Falcone On Behalf Of AT&T Corp., Second Application By BellSouth Corp. et al. for Provision of In-Region, InterLATA Service In Louisiana, CC Docket No. 98-121, (Aug. 4., 1998) ¶¶ 77, 82-83 (describing ILEC witness admitting that statewide collocation requests would cause "chaos") ("Falcone Louisiana Affidavit") (Attachment 3); Testimony of Dorissa Redmond, BellSouth, In re Proceeding to Review BellSouth's Cost Studies for Unbundled Network Elements, Docket 97-374-C, Volume III, at 63-64 (S.C. P.S.C. Dec. 17, 1997) ("Redmond SC Testimony") (Attachment 4) (statewide collocation request would cause "a big bogdown").

⁶ As another example, a recent workshop before the Texas PUC revealed that SBC initially could not even respond to (let alone provision) statewide collocation requests in a timely manner. Workshop, Investigation of Southwestern Bell Tel. Co.'s Entry Into the Texas InterLATA Telecommunications Market, Project No. 16251 (Feb. 12, 1999) (Attachment 2). One CLEC requesting 88 cages was initially told SBC could not respond to that request until "February of Year 2000" (*id.* at 37-38), and another CLEC with a mere two requests was told responses would not come until six months later. *Id.* at 54. SBC admitted that its response times were "far out there . . . and a bit unreasonable." *Id.* at 63.